

FILED

MAY 25 2010

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EUGENE R. WEDOFF,
BANKRUPTCY JUDGE

In re:

CANOPY FINANCIAL, INC.,

Debtor.

Case No. 09 B 44943

Chapter 07

**FINDINGS OF FACT AND CONCLUSIONS OF LAW IN SUPPORT OF ORDER ALLOWING
POL SINELLI SHUGHART PC, SPECIAL COUNSEL TO THE DEBTOR, FINAL COMPENSATION AND
REIMBURSEMENT OF EXPENSES**

TOTAL FEES REQUESTED: \$5,408.00
TOTAL FEES REDUCED: \$0.00
TOTAL FEES ALLOWED: \$5,408.00

TOTAL COSTS REQUESTED: \$116.24
TOTAL COSTS REDUCED: \$7.68
TOTAL COSTS ALLOWED: ~~\$116.24~~
108.56

821

TOTAL FEES AND COSTS ALLOWED: \$5,524.24

The attached time and expense entries are marked to indicate those disallowed in whole or in part. The basis for each disallowance is disclosed by the numerical notation that appears on the right side of each underlined entry. The numerical notations refer to the enumerated paragraphs below.


(4) Insufficient Description

The Court denies the allowance of compensation for the following task since the description of the time entry fails to identify in a reasonable manner the service rendered. *In re Pettibone*, 74 B.R. 293, 301 (Bankr. N.D. Ill. 1987) ("A proper fee application must list each activity, its date, the attorney who performed the work, a description of the nature and substance of the work performed, and the time spent on the work. [Citation omitted] Records which give no explanation of the activities performed are not compensable."); *In re Wildman*, 72 B.R. 700, 708-9 (Bankr. N.D. Ill. 1987) (same).

(11) Overhead Costs are Non-Compensable

The Court denies reimbursement for fees or expenses that are overhead costs. Expenses which are overhead are not compensable because they are built into the hourly rate. See *In re Wildman*, 72 B.R. 700, 731 (Bankr. N.D. Ill. 1987). Overhead, for bankruptcy purposes, includes "all continuous administrative or general costs or expenses incident to the operation of the firm which cannot be attributed to a particular client or cost." *In re Convent Guardian Corp.*, 103 B.R. 937, 939-40 (Bankr. N.D. Ill. 1989) (quoting *In re Thacker*, 48 B.R. 161, 164 (Bankr. N.D. Ill. 1985)).

Dated: May 25, 2010


Eugene R. Wedoff
United States Bankruptcy Judge

Billing Atty: #1320 J.L. Switzer

Run Date: 04/19/10

Entries Through: 04/19/10

Prebill Index: 1155663

Supervising Atty: #1320 J.L. Switzer

Client/Matter No.: 061725-406469

Client Name: Canopy Financial, Inc.

Matter Name: General Administration

Time and Fee Summary:

<u>Timekeeper</u>	<u>Hours</u>	<u>\$ Rate</u>	<u>\$ Fee</u>	<u>Override Hours</u>	<u>Override \$ Rate</u>	<u>Override \$ Fees</u>
1016 James E. Bird	0.00	400.00	0.00	_____	_____	_____
1320 Jay L. Switzer Jr.	11.20	425.00	4,760.00	_____	_____	_____
2435 Jean Soh	2.70	240.00	648.00	_____	_____	_____
TOTALS	13.90		\$5,408.00			

Reason for Billing Write-Down

Costs Advanced and Expenses Incurred:

<u>Date</u>	<u>Status</u>		<u>Voucher</u>	<u>Check#</u>	<u>Amount</u>
<u>Code</u>	<u>Description</u>	<u>Index</u>			
FE	FEDERAL EXPRESS				108.56
LR	ON-LINE SEARCHES			④⑪ -7.68	7.68
SUBTOTAL OF BILLABLE COSTS:					116.24